

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO

**MODIS, INC.,**

**Plaintiff,**

**Civil Action No.: 09-cv-01541-PAB-KMT**

**v.**

**KERRY PALMER and ACCESS DATA  
CONSULTING CORPORATION,**

**Defendants.**

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**CONSENT FINAL JUDGMENT AND INJUNCTION**

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This matter having come before the Court on an Amended Stipulated Motion For Entry Of Consent Final Judgment and Injunction, and the Court finding good cause existing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment and a permanent injunction be issued in favor of Plaintiff Modis, Inc. ("Modis") and against Defendants Kerry Palmer ("Defendant Palmer") and Access Data Consulting Corporation ("Access Data") pursuant to the parties' agreed upon terms as follows:

1. The parties stipulate that the value of business Modis is seeking to protect in this action for injunctive relief exceeds \$75,000 and that the citizenship of the of the parties is diverse such that jurisdiction in this Court is proper.
2. Through August 17, 2010, Defendants Palmer and Access Data, and anyone or entity acting in concert with them, are restrained and enjoined from, directly or

indirectly, either on her or its own behalf or on behalf of another person, partnership, company, corporation, or other entity, engaging in or assisting others in the following activities:

A. Soliciting, contacting, calling upon, or attempting to call upon, for any business which competes with Modis, Modis' clients identified in a confidential listing Modis provides to Defendants' counsel, except that Access Data, without Palmer's involvement, may solicit those individual contacts at such clients with whom Access Data had done business before Access Data hired Palmer as determined by Magistrate Judge Tafoya; and

B. Soliciting, hiring, recruiting, or attempting to recruit, for any business which competes with Modis, any person employed by or contracted with Modis and placed, at any time during the twelve (12) months immediately preceding Defendant Palmer's termination of employment with Modis, at or with any of Modis' clients identified in the confidential listing described above at the sites she serviced, except those who have been continuously unemployed for thirty (30) days or more. Provided Palmer does not disclose to Access Data information about such a consultant, Access Data may solicit that consultant notwithstanding the above.

3. At Modis' option and expense, and within thirty (30) days of Modis' request should it exercise its option, Defendants Palmer shall allow a third party computer forensic service to inspect her computer systems and cellular telephone for the limited purpose of determining whether those contain any information stored in Modis' databases, subject to the computer forensic service agreeing to (a) keep confidential any other information stored on Palmer's computer systems and telephone and (b) maintain

certifications described in paragraph 5 below. To the extent the computer forensic service finds Modis' information stored in Defendant Palmer's computer systems, such information shall be returned to Modis and deleted from that computer system without Palmer retaining a copy of that information.

4. To the extent Defendant Palmer has in her possession any material containing Modis' information, Defendant Palmer shall immediately return to Modis any such information without retaining, using, disclosing, or otherwise misappropriating any such information and make sure any such information or copies of it are removed or deleted from Defendant Palmer's computer and hard copy files.

5. Within ten (10) days of entry of this Final Judgment and Injunction, Defendants Palmer and Access Data shall each deliver to Modis a written affidavit or sworn declaration that they have retained none of Modis' information or copies of it in their possession, custody, or control.

6. Within ten (10) days of August 18, 2010, Defendants shall each deliver to Modis a written affidavit or sworn declaration that between the date of entry of this Injunction and August 18, 2010, Defendants have had no contact with any of the clients identified on the listing described in paragraph 2.A. above (as modified), and their counsel shall return to Modis' counsel the confidential listing described in paragraph 2.A. above, without Defendants or their counsel retaining any of the information in it.

7. For a period of five (5) years following entry of this Consent Final Judgment and Injunction, Defendant Palmer shall refrain from disparaging Modis, its

business or operations, or any of its officers, directors, managers, employees, or agents.

8. Each party is to bear her or its own costs and attorney's fees incurred in this action.

9. As this Injunction concludes all claims in this action, this action is dismissed in its entirety with the Court retaining jurisdiction to enforce the terms of this Injunction.

Dated: March 17, 2010

  
DISTRICT COURT JUDGE